

UNITED STATES DISTRICT COURT

for the
Southern District of Florida

United States of America)

v.)

RAYNEL SOTO-RIVERA)

Case No. 15-2740-CMM

Defendant(s)

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of Aug. 28 through Sep. 9, 2014 in the county of Miami-Dade in the Southern District of Florida, the defendant(s) violated:

Code Section

Title 18, United States Code,
Section 1957.

Offense Description

The defendant, RAYNEL SOTO-RIVERA, did knowingly engage in a monetary transaction affecting interstate commerce by, through, and to a financial institution in criminally derived property of a value greater than \$10,000, such property having been derived from health care fraud, in violation of Title 18, United States Code, Section 1957.

This criminal complaint is based on these facts:

SEE ATTACHED AFFIDAVIT.

☒ Continued on the attached sheet.



Complainant's signature

CARLOS FIGUEROA, Special Agent, DHS-HSI

Printed name and title

Sworn to before me and signed in my presence.

Date: June 1, 2015



Judge's signature

City and state: Miami, Florida

U.S. Magistrate Judge

Printed name and title

**AFFIDAVIT OF SPECIAL AGENT CARLOS FIGUEROA
IN SUPPORT OF CRIMINAL COMPLAINT**

I, CARLOS FIGUEROA, hereby swear and affirm as follows:

A. Introduction

1. I am a Special Agent with the Department of Homeland Security, Homeland Security Investigations ("HSI"), formerly known as the U.S. Customs Service. I have been so employed since February 2003. Prior to HSI I served as a Special Agent with the Florida Department of Law Enforcement from 1997 to 2003, and prior to that I served as a Police Officer for the Tallahassee Police Department from 1991 to 1997 in Tallahassee, Florida. I have completed training programs at the State of Florida Criminal Justice Training Academy, the FDLE Training Academy, and the Federal Law Enforcement Training Center in Glynco, Georgia. I am currently assigned to the Financial Investigations Division, also known as the Financial Crime Task Force Group 20, in Miami, Florida. I have participated in numerous investigations involving bulk currency smuggling, money laundering activities, illicit U.S. currency wire transfers, the sale and distribution of illicit narcotics and have participated in the seizure of bulk currency that were proceeds of the narcotic smuggling.

2. This affidavit is submitted in support of a criminal complaint charging RAYNEL SOTO-RIVERA ("Soto-Rivera") with money laundering in violation of Title 18, United States Code, Section 1957. The facts contained in this affidavit are based on my personal knowledge and observations as well as facts related to me by other agents, inspectors, and task force officers.

3. Based on my training and experience and the facts set forth in this affidavit, there is probable cause to believe that Soto-Rivera committed money laundering in violation of 18 U.S.C. § 1957. This Affidavit does not contain all the facts of this investigation known to me or to other law enforcement personnel. Rather, it sets forth only those facts necessary to establish probable cause in support of a criminal complaint charging Soto-Rivera with a violation of 18 U.S.C. § 1957.

B. The Medicare Program

4. The Medicare Program ("Medicare") is a federal health care program providing benefits to persons who are over the age of 65 or disabled. Medicare is administered by the United States Department of Health and Human Services ("HHS") through its agency, the Centers for Medicare & Medicaid Services ("CMS"). Individuals who receive benefits under Medicare are referred to as Medicare "beneficiaries."

5. Medicare is a "health care benefit program," as defined by Title 18, United States Code, Section 24(b).

6. "Part A" of the Medicare program covers certain eligible home health care costs for medical services provided by a home health agency ("HHA"), to beneficiaries who require home health services because of an illness or disability that caused them to be homebound. Payments for home health care medical services under Medicare Part A are typically made directly to an HHA or provider based on claims submitted to the Medicare program for qualifying services that had been or are to be provided to eligible beneficiaries, rather than to the beneficiary.

7. Physicians, clinics and other health care providers, including HHAs, that provide services to Medicare beneficiaries are able to apply for and obtain a "provider

number." A health care provider that receives a Medicare provider number is able to file claims with Medicare to obtain reimbursement for services provided to beneficiaries. A Medicare claim is required to set forth, among other things, the beneficiary's name and Medicare information number, the services performed for the beneficiary, the date that the services were provided, the cost of the services, and the name and identification number of the physician or other health care provider who ordered the services.

8. CMS does not directly pay Medicare Part A claims submitted by Medicare-certified HHAs. CMS contracts with different companies to administer the Medicare Part A program throughout different parts of the United States. In the State of Florida, CMS contracts with Palmetto Government Benefits Administrators ("Palmetto") to administer Part A HHA claims. As administrator, Palmetto receives, adjudicates, and pays claims submitted by HHA providers under the Part A program for home health claims.

C. Medicare Part A Coverage and Regulations

9. The Medicare Part A program reimburses 100% of the allowable charges for participating HHAs providing home health care services only if the patient qualifies for home health benefits. A patient qualifies for home health benefits only if:

- a. the patient is confined to the home, also referred to as homebound;
- b. the patient is under the care of a physician who specifically determined there is a need for home health care and establishes the Plan of Care ("POC"); and
- c. the determining physician signs a certification statement specifying that the beneficiary needed intermittent skilled nursing services, physical

therapy, or speech therapy and that the beneficiary was confined to the home; that a POC for furnishing services is established and periodically reviewed; and that the services are furnished while the beneficiary is under the care of the physician who established the POC.

10. HHAs are reimbursed under the Home Health Prospective Payment System ("PPS"). Under PPS, Medicare pays Medicare-certified HHAs a predetermined base payment for each 60 days that care is needed. This 60-day period is called an "episode of care." The base payment is adjusted based on the health condition and care needs of the beneficiary. This adjustment is done through the Outcome and Assessment Information Set ("OASIS"), which is a patient assessment tool for measuring and detailing the patient's condition. If a beneficiary is still eligible for care after the end of the first episode of care, a second episode could commence. There are no limits to the number of episodes of home health benefits a beneficiary can receive as long as the beneficiary continues to qualify for home health benefits.

11. In order to be reimbursed, the HHA submits a Request for Anticipated Payment ("RAP") and subsequently receives a portion of its payment in advance of services being rendered. At the end of a 60-day episode, when the final claim is submitted, the remaining portion of the payment is made.

D. Gold Care Home Health Services, Inc.

12. Gold Care Home Health Services, Inc. ("Gold Care") has a purported principal place of business at 1502 West Busch Boulevard, Suite E, Tampa, Florida. Gold Care is an HHA participating in Medicare.

13. Pilar Garcia Lorenzo ("Garcia") established Gold Care in January 2011, enrolled it in Medicare, and was its sole owner through July 2014.

14. Garcia signed and submitted to Medicare an Electronic Funds Transfer ("EFT") agreement dated September 25, 2013 establishing a Gold Care account at JPMorgan Chase Bank, account number ending 9083, as the account into which Medicare was to electronically deposit reimbursement money. This is the account that Gold Care used to receive Medicare reimbursement money beginning November 2013.

15. Amaury Perez ("Perez") and Garcia became co-owners of Gold Care beginning in July 2014, as reflected in an updated Medicare Enrollment Application dated July 24, 2014 and submitted to Medicare. Perez and Garcia signed the updated Medicare Enrollment Application on or about July 1, 2014. Perez was identified as the President, and Garcia was identified as the Vice President.

E. Fraudulent Reimbursement Claims

16. Perez and Garcia caused Gold Care to submit reimbursement claims to Medicare fraudulently representing that home health services had been legitimately prescribed, even though they had not been, and actually provided, even though they had not been. Physicians listed as the referring/attending providers for nearly all of Gold Care's August and September 2014 claims have stated that they did not make the claimed home health referrals to Gold Care, and nearly all of the 330 beneficiaries who purportedly received home health services from Gold Care that Gold Care claimed had been prescribed by these physicians were not even their patients. All of the money electronically deposited in August and September 2014 from Medicare into Gold Care's

bank account ending 9083 was transferred and disbursed by Perez and Garcia to themselves and co-conspirators, including Soto-Rivera.

1. Claims Data

17. During August and September 2014, Gold Care submitted approximately 827 claims to Medicare for home health services for approximately 330 beneficiaries and received approximately \$2,449,378 in reimbursement money from Medicare. Nearly all of these claims—approximately 91%—were RAP claims for home health services purportedly provided up to a year prior to the claims. No final claims for these RAP claims were ever submitted.

18. Six physicians are identified in Gold Care's claims data as the referring/attending physicians for nearly all of the August and September 2014 RAP claims. Yet analysis of Part B claims data shows that these six physicians had virtually no Part B claims for nearly all of the beneficiaries associated with these RAP claims, indicating that these six physicians never actually saw these beneficiaries as patients. For example, Dr. A.P. was identified in the Gold Care claims data as the purported attending/referring physician for approximately 188 Medicare beneficiaries, which accounted for approximately \$938,984 in paid claims to Gold Care during August and September 2014. Yet Dr. A.P. had Part B claims for only four of those beneficiaries. Dr. B.M. was identified in the Gold Care claims data as the purported attending/referring physician for approximately 104 Medicare beneficiaries, which accounted for approximately \$391,445 in paid claims to Gold Care during August and September 2014. Yet Dr. B.M. had Part B claims for only three of those beneficiaries.

2. Physician Interviews

19. Dr. A.P., who Gold Care claimed was the attending/referring provider for approximately 188 beneficiaries that resulted in approximately \$938,984 in mostly RAP claims paid to Gold Care in August and September 2014, was interviewed. Dr. A.P. stated he had never heard of Gold Care, Perez, or Garcia, he had not referred any patients to Gold Care, and that none of the beneficiaries were his patients during the relevant time period. He further stated that he is a surgeon, he works at a wound care clinic, and he does not even do the types of office visits that would result in a home health certification and referral.

20. Dr. B.M., who Gold Care claimed was the attending/referring provider for 104 beneficiaries that resulted in approximately \$391,445 in mostly RAP claims paid to Gold Care in August and September 2014, was interviewed. Dr. B.M. stated he had never heard of Gold Care, Perez, or Garcia, he had not referred any patients to Gold Care, and none of the beneficiaries were his patients during the relevant time period. He further stated that when any of his patients need home health services, the patient typically receives referrals in one of three ways: he provides patients with a rotating list of three home health agencies (never Gold Care); the patient receives a referral from the hospital where the patient was receiving care; or the patient chooses a home health provider on their own.

21. Dr. C.P., who Gold Care claimed was the attending/referring provider for 38 beneficiaries that resulted in approximately \$262,693 in mostly RAP claims paid to Gold Care in August and September 2014, was interviewed. Dr. C.P. stated he had never heard of Gold Care, Perez, or Garcia, and he had not referred any patients to

Gold Care. Of the 38 beneficiaries that Gold Care claimed he referred for home health, only one was ever his patient, and, in that instance, the last time Dr. C.P. saw that patient was in 2010. Moreover, Dr. C.P. never referred that patient for home health.

3. Beneficiary Interviews

22. Three beneficiaries who Gold Care claimed received home health services were interviewed. All three stated they never heard of Gold Care, they never received services from Gold Care, they never had the diagnoses Gold Care claimed they had, and the physicians Gold Care claimed were their attending/referring physicians were not, in fact, their physicians.

F. Fraud Proceeds

23. Based on the facts set forth in this affidavit, there is probable cause to believe that all of Gold Care's claims submitted to Medicare in August and September 2014 seeking payment for home health services were fraudulent, and the \$2,449,378 Medicare paid to Gold Care in August and September 2014 as reimbursement on these claims are fraud proceeds.

24. Financial records show that Perez and Garcia transferred and disbursed over \$2 million in fraud proceeds in August and September 2014 from the Gold Care account ending 9083 to themselves, individuals known and unknown, and through shell companies. For example, financial records show that during August and September 2014, Perez disbursed approximately \$2,221,671 in fraud proceeds from the Gold Care account ending 9083 via 149 checks that he signed which were then deposited in accounts at Peoples Credit Union held in the names three shell companies purportedly located in Hialeah, Florida.

25. Perez laundered at least another \$50,000 in fraud proceeds from the Gold Care account ending 9083 through Soto-Rivera.

G. Undercover Transaction

26. On August 28, 2014, Soto-Rivera met in a parking lot in Miami with a Florida City Police Department detective ("UCA") working in an undercover capacity as part of a financial crimes task force. The meeting had been arranged because Soto-Rivera reportedly had Medicare fraud money he wanted to launder.

27. At the August 28 meeting, which was audio-recorded and under physical surveillance, Soto-Rivera handed the UCA Gold Care check number 1341 in the amount of \$50,000, dated August 27, 2014, signed by Perez. The UCA told Soto-Rivera to make the check payable to "Muzo Gems." The address on the check was "Gold Care Home Health Services, Inc., 1502 West Busch Boulevard, Suite E, Tampa, Florida, 33612," which is Gold Care's address. The check was drawn on Gold Care's JPMorgan Chase Bank account ending 9083.

28. Between August 7 and 26, 2014, at least approximately \$589,253 in fraud proceeds from Medicare had been deposited into this Gold Care account ending 9083.

29. The arrangement was for the UCA to deposit the check, give Soto-Rivera \$45,000 in cash, and keep \$5,000 as payment for completing the laundering transaction. Soto-Rivera said, during the August 28 meeting, that "they" had recently completed approximately 20 transactions in the same manner. The UCA and Soto-Rivera agreed to be in touch by phone to arrange the delivery of the cash.

30. On August 29, 2014, DHS-HSI agents deposited the check into an undercover account at a financial institution and withdrew \$45,000 in United States currency.

31. On September 9, 2014, the UCA met Soto-Rivera a second time in a parking lot in Miami. This meeting was audio-recorded and under physical surveillance. The UCA gave Soto-Rivera \$45,000 in United States currency. The UCA and Soto-Rivera discussed possible future transactions, and then Soto-Rivera departed.

H. Conclusion

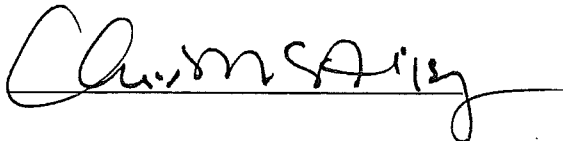
WHEREFORE, based upon the above information, I believe probable cause exists that RAYNEL SOTO-RIVERA did knowingly engage in a monetary transaction affecting interstate commerce, by, through, and to a financial institution, in criminally derived property of a value greater than \$10,000, such property having been derived from health care fraud, in violation of 18 U.S.C. § 1957.

FURTHER YOUR AFFIANT SAYETH NAUGHT.



Carlos Figueroa, Special Agent
U.S. Department of Homeland Security, Homeland Security Investigations

Sworn and subscribed to before me this 10th day of June 2015.



United States Magistrate Judge